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"PATENT"

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

Appl. No. : 09/862,626 Confirmation No.: 1466
Applicants/Appellants : Zachariah J. REID, *et al.*
Filed : May 22, 2001
TC/A.U. : 3621
Title : "Contract Generation and Administration System"
Examiner : Cristina Owen SHERR
Docket No. : 2001B046
Customer No. : 23455

Mail Stop Appeal Brief- Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Examiner:

**RESPONSE TO NOTIFICATION OF NON-COMPLIANT APPEAL BRIEF
SUBMITTED UNDER 37 C.F.R. § 41.37**

Applicants submit this Response to Notification of Non-Compliant Appeal Brief to the Board of Patent Appeals and Interferences on appeal from the decision of the Examiner of Group Art Unit 3621, dated April 20, 2006, finally rejecting claims 1-76.

In as much as this Reply is filed prior to expiration of the period for reply with or without extension of time, it should be deemed as filed timely. In the event any additional extension of time is required to maintain the pendency of the application, this is an express request for any such required extension of time and an authorization to charge any required fee, including but not limited to extension fees, to Deposit Account No. 05-1712.

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USSN: 09/862,626
Atty. Docket No.: 2001B046
NONC mailed on April 9, 2007
Response to NONC on June 11, 2007

REMARKS

Applicant submits this Response to the Notification of Non-Compliant Appeal Brief dated April 9, 2007. The Notification states that the brief does not comply with 37 CFR 41.37(c)(1)(v) and further states that "[t]he claimed invention is not mapped to the independent claims, which should refer to the specification by page and line number and to the drawings, if any, by figure and element."

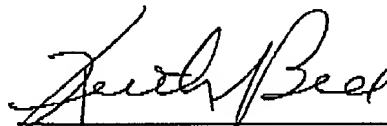
Further, the Notification states that "the brief does not present an argument under a separate heading for each ground of rejection on appeal" in accordance with 37 CFR 41.37(c)(1)(vii).

In response to the above, Applicant is submitting herewith an Amended Appeal Brief, which is believed to comply fully with applicable requirements.

Respectfully submitted,

Date: _____

11 June 2007



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MAIL STOP APPEAL BRIEF - PATENTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

AMENDED APPEAL BRIEF UNDER 37 C.F.R. § 41.37

Sir:

In accordance with the provisions of 37 C.F.R. § 41.37, Appellants submit the following:

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I. REAL PARTY IN INTEREST

The real party in interest in this matter is ExxonMobil Chemical Patents, Inc., the assignee of the present application. ExxonMobil Chemical Patents, Inc. is a wholly-owned subsidiary of Exxon Mobil Corporation.

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II. RELATED APPEALS AND INTERFERENCES

To the best of Appellants' knowledge, no related appeals or interferences or other judicial proceedings exist at this time which may be related to, will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

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III. STATUS OF CLAIMS

Claims 1-76 are pending in the application, with claims 1, 12, 29, 43, 54, 62, 69, and 76 being independent claims.

Claims 1-76 are rejected.

Claims 1-76 are being appealed.

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IV. STATUS OF AMENDMENTS

No amendments after final rejection have been filed.

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V. SUMMARY OF CLAIMED SUBJECT MATTER

Independent claim 1 is directed to a contract generation and administration system (e.g., *see* page 2, lines 12-13) comprising: a single contract database comprising data obtained from multiple contract documents (e.g., *see* page 2, lines 13-14), said data organized into fields (e.g., *see* page 2, line 15) comprising: draft contract status (e.g., *see* page 7, line 28 and "Agreement Status" field on Figures 1-4), contract identifier (e.g., *see* page 7, line 7 and "Agreement #" field on Figures 1-9 and Figure 11), contract type (e.g., *see* page 6, line 6-7 and "Agreement Type" field on Figures 1-9 and Figure 11), effective date (e.g., *see* page 7, line 5 and "Effective Date" field on Figure 2), and expiration date (e.g., *see* page 7, line 5 and "Expiration Date" field on Figure 2); and a field comprising obligation type (e.g., *see* page 7, line 23 and Figures 5 and 6), owner (e.g., *see* page 7, line 24 and Figures 1, 5 and 11), status (e.g., *see* page 7, line 25 and Figures 1, 2 and 11) or due date (e.g., *see* page 7, line 27 and Figure 2); said system capable of generating reports based on said database (e.g., *see* page 8, lines 18-22), said reports obtainable through search of said fields (e.g., *see* page 9, lines 11-22); and said database being selectively accessible by a plurality of users (e.g., *see* page 2, line 19, page 11, lines 10-20 and Figure 10).

Dependent claim 13 is directed to the method of claim 12 further comprising the step of analyzing said report to determine which, if any, of said obligations should be acted upon (e.g., *see* page 12, lines 12-14).

Dependent claim 14 is directed to the method of claim 13 further comprising the step of deciding, based on said analysis, whether to act upon one or more of said obligations (e.g., *see* page 12, lines 16-18).

Dependent claim 15 is directed to the method of claim 13 further comprising the step of taking action based on said analysis (e.g., *see* page 12, lines 16-18).

Dependent claim 16 is directed to the method of claim 12 further comprising the step of taking action based on an analysis of said report and updating said database to reflect said action (e.g., *see* page 12, lines 18-20).

Independent claim 12 is directed to contract generation and administration method (e.g., *see* page 2, line 21) comprising: drafting a contract or receiving a draft contract (e.g., *see* page 11, line 22), said contract draft having one or more obligations (e.g., *see* page 2, line 22-23 and

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Figures 6 and 11); storing data obtained from the draft in a single contract database comprising data obtained from multiple contract documents (e.g., *see* page 2, line 23-24); after execution of said draft, storing data obtained from the resulting contract in said database (e.g., *see* page 2, line 24-25), said data organized into fields (e.g., *see* page 2, line 25-26) comprising: draft contract status (e.g., *see* page 7, line 28 and "Agreement Status" field on Figures 1-4), contract identifier (e.g., *see* page 7, line 7 and "Agreement #" field on Figures 1-9 and Figure 11), contract type (e.g., *see* page 6, lines 6-7 and "Agreement Type" field on Figures 1-9 and Figure 11), effective date (e.g., *see* page 7, line 5 and "Effective Date" field on Figure 2), and expiration date (e.g., *see* page 7, line 5 and "Effective Date" field on Figure 2); and a field comprising obligation type (e.g., *see* page 7, line 23 and Figures 5 and 6), status (e.g., *see* page 7, line 25 and Figures 1, 2 and 11), owner (e.g., *see* page 7, line 24 and Figures 1, 5 and 11) or due date (e.g., *see* page 7, line 27 and Figure 2); and said database capable of generating reports based on said data (e.g., *see* page 2, lines 28-29), said reports obtainable through search of said fields (e.g., *see* page 2, line 29); and said database being selectively accessible by a plurality of users (e.g., *see* page 2, line 30 and page 11, lines 10-20); and retrieving from said database a report of outstanding obligations (e.g., *see* page 2, lines 30-31).

Independent claim 29 is directed to a contract generation and administration method comprising: drafting a contract or receiving a draft contract, said draft contract having one or more obligations (e.g., *see* page 3, line 3-4); routing the draft contract to one or more parties for review and/or execution (e.g., *see* page 3, lines 4-5); storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents (e.g., *see* page 3, lines 5-6); storing, after execution of said draft, data obtained from the resulting contract in said database said data organized into fields (e.g., *see* page 3, lines 6-8) comprising: draft contract status (e.g., *see* page 3, line 9), contract identifier (e.g., *see* page 3, line 8), contract type (e.g., *see* page 3, lines 8-9), effective date (e.g., *see* page 3, line 9), and expiration date (e.g., *see* page 3, line 9); and a field comprising obligation type (e.g., *see* page 3, line 10), status (e.g., *see* page 3, line 10), owner (e.g., *see* page 3, line 10) or due date (e.g., *see* page 3, line 10); and said database capable of generating reports based on said data (e.g., *see* page 3, line 10-11), said reports obtainable through search of said fields (e.g., *see* page 3, lines 11-12), and said database

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being selectively accessible by a plurality of users (e.g., *see* page 3, line 12); and retrieving from said database a report of outstanding financial obligations (e.g., *see* page 3, line 13).

Dependent claim 30 is directed to the method of claim 29 further comprising the step of analyzing said report to determine which, if any, of said obligations should be acted upon (e.g., *see* page 12, lines 12-14).

Dependent claim 31 is directed to the method of claim 30 further comprising the step of deciding, based on said analysis, whether to act upon one or more of said financial obligations (e.g., *see* page 12, lines 16-18).

Dependent claim 32 is directed to the method of claim 30 further comprising the step of either making or receiving payment based on said analysis (e.g., *see* page 10, lines 15 and 24).

Dependent claim 33 is directed to the method of claim 32 further comprising the step of updating said database to reflect said payment or receipt of payment (e.g., *see* page 10, lines 15-16).

Independent claim 43 is directed to A contract generation and administration method comprising: drafting a contract or receiving a draft contract, said draft contract having one or more obligations (e.g., *see* page 3, lines 16-17); routing the draft contract to one or more for review and/or execution (e.g., *see* page 3, lines 17-18); storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents (e.g., *see* page 3, lines 18-19); storing, after contract execution, data obtained from the resulting contract in said database, said data organized into fields (e.g., *see* page 3, lines 19-21) comprising: draft contract status (e.g., *see* page 3, line 22), contract identifier (e.g., *see* page 3, line 21), contract type (e.g., *see* page 3, line 21), effective date (e.g., *see* page 3, line 22), and expiration date (e.g., *see* page 3, line 22); and a field comprising obligation type (e.g., *see* page 3, line 23), status (e.g., *see* page 3, line 23), owner (e.g., *see* page 3, line 23) or due date (e.g., *see* page 3, line 23); and said system capable of generating reports based on said database (e.g., *see* page 3, lines 23-24), said reports obtainable through search of said fields (e.g., *see* page 24-25), and said database being selectively accessible by a plurality of users (e.g., *see* page 3, line 25); retrieving from said database a report of outstanding obligations (e.g., *see* page 3, line 26); analyzing said report to determine which, if any, of said obligations should be acted upon (e.g., *see* page 26-27); taking

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action based on said analysis (e.g., *see* page 3, lines 27-28); and updating said database to reflect said action (e.g., *see* page 3, line 28).

Independent claim 54 is directed to a contract generation and administration method comprising: drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments (e.g., *see* page 3, lines 31-32); routing the draft contract to one or more parties for review and/or execution (e.g., *see* page 3, line 32 - page 4, line 1); storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents (e.g., *see* page 4, lines 1-3); storing, after execution of said draft, data obtained from the resulting contract in said database, said data organized into fields (e.g., *see* page 4, lines 3-4) comprising: draft contract status (e.g., *see* page 4, lines 4-5), contract identifier (e.g., *see* page 4, line 5), contract type (e.g., *see* page 4, line 5), effective date (e.g., *see* page 4, line 5), expiration date (e.g., *see* page 4, line 5) and payment due date (e.g., *see* page 4, line 6); and said database capable of generating reports based on said data, said reports obtainable through search of said fields (e.g., *see* page 4, lines 6-7), and said database being selectively accessible by a plurality of users (e.g., *see* page 4, lines 7-8); retrieving from said database a list of payments due (e.g., *see* page 4, lines 8-9); obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using said stored data (e.g., *see* page 4, lines 9-11); and sending the invoice or payment letter (e.g., *see* page 4, line 11).

Independent claim 62 is directed to a contract generation and administration method comprising: drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments (e.g., *see* page 4, lines 14-15); routing the draft contract to one or more parties for review and/or execution (e.g., *see* page 4, lines 15-16); storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents (e.g., *see* page 4, lines 16-18); storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment data (e.g., *see* page 4, lines 18-19); generating from said database a list of payments due (e.g., *see* page 4, lines 19-20); obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using the data stored in said database (e.g., *see* page 4, lines 20-22); sending the invoice or payment letter (e.g., *see* page 4, line 22); and

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updating the database to reflect that payment was made or to reflect receipt of payment (e.g., *see* page 4, lines 23-24).

Independent claim 69 is directed to a contract generation and administration method comprising: drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments (e.g., *see* page 4, line 15); routing the draft contract to one or more parties for review and/or execution (e.g., *see* page 4, line 15); storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents (e.g., *see* page 4, line 16); obtaining from the database an indication as to whether the draft is being reviewed and/or executed (e.g., *see* page 8, line 1-3); storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data (e.g., *see* page 6, line 26-27); and generating from said database a report of payment triggering events (e.g., *see* page 9, line 5).

Independent claim 76 is directed to a contract generation and administration method comprising: drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments (e.g., *see* page 4, line 15); routing the draft contract to one or more parties for review and/or execution (e.g., *see* page 4, line 15); storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents (e.g., *see* page 4, line 16); obtaining from the database an indication as to whether the draft is being reviewed and/or executed (e.g., *see* page 8, lines 1-3); storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data (e.g., *see* page 6, line 26-27); generating from said database a report of payment triggering events (e.g., *see* page 9, line 5).

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VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

Whether Claims 1-76 are unpatentable under 35 U.S.C. §103(a) over U.S. Publication No. 2002/0042782 to Albazz, *et al.* ("Albazz").

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VII. ARGUMENT

Rejection Under 35 U.S.C. § 103(a) over U.S. Patent Application Publication No. 2002/0042782

The Examiner has finally rejected Claims 1-76 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0042782 to Albazz *et al* ("Albazz"). Appellants respectfully disagree with the Examiner's conclusion of obviousness and request the Board to consider the following arguments.

CLAIMS 1 to 11

The Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contracts, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

Appellants respectfully traverse this rejection on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988). MPEP § 2143.03. Further, the teaching or suggestion to make the claimed invention and the reasonable

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expectation of success must both be found in the prior art, not in the applicants' disclosure. See MPEP § 2143, citing *In re Vaack*, 947 F.2d 488 (Fed. Cir. 1991).

Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. Conversely, Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses, trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements, manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16).

Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments herein. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

The disclosure in Albazz does not teach or suggest any report generating capability, the use of reports to track, manage and administer contractual obligations, or the use of reports for business forecasting and planning. Appellants', however, claim a "system capable of generating reports" wherein the reports are "obtainable through search of said fields", see independent claim 1. These are specific functional descriptive limitations that Examiner has failed to show in the prior art. These limitations are fully supported by Appellants' specification which provides in part "[t]he fields of the database are used to generate reports that are in turn used to track, manage and administer various contract obligations" (page 8, lines 19-20) and "they can be used for business forecasting and planning" (page 8, line 21).

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CLAIMS 12-28

As with claim 1, above, the Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contracts, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

Appellants respectfully traverse this rejection on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)." MPEP § 2143.03. Further, the teaching or suggestion to make the claimed invention and the reasonable expectation of success must both be found in the prior art, not in the applicants' disclosure. See MPEP § 2143, citing *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991).

Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. Conversely, Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses, trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements,

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manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16).

Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments herein. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

The disclosure in Albazz does not teach or suggest any report generating capability, the use of reports to track, manage and administer contractual obligations, or the use of reports for business forecasting and planning. Appellants', however, claim a "database capable of generating reports" wherein the reports are "obtainable through search of said fields", see independent claim 12. These are specific functional descriptive limitations that Examiner has failed to show in the prior art. These limitations are fully supported by Appellants' specification which provides in part "[t]he fields of the database are used to generate reports that are in turn used to track, manage and administer various contract obligations" (page 8, lines 19-20) and "they can be used for business forecasting and planning" (page 8, line 21).

Other specific examples of functional descriptive material in the present claims as they relate to report generation functionality based upon the uniquely defined fields of Appellants' invention which are not taught, shown or suggested by Albazz include "retrieving from said database a report of outstanding obligations" and further analyzing the report, making decisions based upon the report, taking action based on the analysis of the report and updating the database based on the action taken, as recited in claims 12-16.

Further, the Albazz system cannot be used to generate a contract unless the desired terms and conditions are contained in the Business Rules Book. Appellants' system, on the other hand, is not limited to a specific set of terms and conditions. Rather, as indicated in independent claim

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12, Appellants' inventive system includes the step of "drafting a contract or receiving a draft contract, ..." which may include any type of contract and any terms and conditions whatsoever.

CLAIMS 29-42

As with claims 1 and 12 above, the Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contracts, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

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Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. Conversely, Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses,

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trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements, manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16).

Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments herein. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

The disclosure in Albazz does not teach or suggest any report generating capability, the use of reports to track, manage and administer contractual obligations, or the use of reports for business forecasting and planning. Appellants', however, claim a "database capable of generating reports" wherein the reports are "obtainable through search of said fields", see independent claim 29. These are specific functional descriptive limitations that Examiner has failed to show in the prior art. These limitations are fully supported by Appellants' specification which provides in part "[t]he fields of the database are used to generate reports that are in turn used to track, manage and administer various contract obligations" (page 8, lines 19-20) and "they can be used for business forecasting and planning" (page 8, line 21).

Albazz also does not teach, show, or suggest "retrieving from said database a report of outstanding financial obligations" and further analyzing the report, making decision based upon the report, making or receiving a payment based upon the analysis of the report and updating the database to reflect payment or receipt of payment, as recited in claims 29-33. Contracts according to Albazz, "are exposed to other e-commerce subsystems, such as order management, fulfillment, billing and payment, services, etc." paragraph [0098], thereby teaching away from Appellants' invention.

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Further, the Albazz system cannot be used to generate a contract unless the desired terms and conditions are contained in the Business Rules Book. Appellants' system, on the other hand, is not limited to a specific set of terms and conditions. Rather, as indicated in independent claim 29, Appellants' inventive system includes the step of "drafting a contract or receiving a draft contract, ..." which may include any type of contract and any terms and conditions whatsoever.

CLAIMS 43-53

As with claims 1, 12 and 29 above, the Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contracts, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

Appellants respectfully traverse this rejection on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)." MPEP § 2143.03. Further, the teaching or suggestion to make the claimed invention and the reasonable expectation of success must both be found in the prior art, not in the applicants' disclosure. See MPEP § 2143, citing *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991).

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Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. Conversely, Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses, trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements, manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16).

Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments herein. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

The disclosure in Albazz does not teach or suggest any report generating capability, the use of reports to track, manage and administer contractual obligations, or the use of reports for business forecasting and planning. Appellants', however, claim a "system capable of generating reports" wherein the reports are "obtainable through search of said fields", see independent claim 43. These are specific functional descriptive limitations that Examiner has failed to show in the prior art. These limitations are fully supported by Appellants' specification which provides in part "[t]he fields of the database are used to generate reports that are in turn used to track, manage and administer various contract obligations" (page 8, lines 19-20) and "they can be used for business forecasting and planning" (page 8, line 21).

Further, the Albazz system cannot be used to generate a contract unless the desired terms and conditions are contained in the Business Rules Book. Appellants' system, on the other hand, is not limited to a specific set of terms and conditions. Rather, as indicated in independent claim

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43, Appellants' inventive system includes the step of "drafting a contract or receiving a draft contract, ..." which may include any type of contract and any terms and conditions whatsoever.

CLAIMS 54-61

As with claims 1, 12, 29 and 43 above, the Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contracts, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

Appellants respectfully traverse this rejection on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)." MPEP § 2143.03. Further, the teaching or suggestion to make the claimed invention and the reasonable expectation of success must both be found in the prior art, not in the applicants' disclosure. See MPEP § 2143, citing *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991).

Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. Conversely, Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses,

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trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements, manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16).

Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments herein. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

The disclosure in Albazz does not teach or suggest any report generating capability, the use of reports to track, manage and administer contractual obligations, or the use of reports for business forecasting and planning. Appellants', however, claim a "database capable of generating reports" wherein the reports are "obtainable through search of said fields", see independent claim 54. These are specific functional descriptive limitations that Examiner has failed to show in the prior art. These limitations are fully supported by Appellants' specification which provides in part "[t]he fields of the database are used to generate reports that are in turn used to track, manage and administer various contract obligations" (page 8, lines 19-20) and "they can be used for business forecasting and planning" (page 8, line 21).

Albazz also does not teach, show, or suggest "obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using said stored data; and sending the invoice or payment letter", as recited in claim 54 and those dependent therefrom. Again, see Albazz at paragraph [0098].

Further, the Albazz system cannot be used to generate a contract unless the desired terms and conditions are contained in the Business Rules Book. Appellants' system, on the other hand, is not limited to a specific set of terms and conditions. Rather, as indicated in independent claim

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54, Appellants' inventive system includes the step of "drafting a contract or receiving a draft contract, ..." which may include any type of contract and any terms and conditions whatsoever.

CLAIMS 62-68

As with claims 1, 12, 29, 43 and 54 above, the Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contracts, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

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Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. Conversely, Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses,

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trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements, manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16).

Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments herein. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

Albazz also does not teach, show, or suggest "generating from said database a list of payments due; obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using the data stored in said database; sending the invoice or payment letter; and updating the database to reflect that payment was made or to reflect receipt of payment", as recited in claim 62 and those dependent therefrom. These are specific functional descriptive limitations that Examiner has failed to show in the prior art.

Further, the Albazz system cannot be used to generate a contract unless the desired terms and conditions are contained in the Business Rules Book. Appellants' system, on the other hand, is not limited to a specific set of terms and conditions. Rather, as indicated in independent claim 62, Appellants' inventive system includes the step of "drafting a contract or receiving a draft contract, ..." which may include any type of contract and any terms and conditions whatsoever.

CLAIMS 69-75

As with claims 1, 12, 29, 43, 54 and 62 above, the Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the

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contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contracts, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

Appellants respectfully traverse this rejection on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)." MPEP § 2143.03. Further, the teaching or suggestion to make the claimed invention and the reasonable expectation of success must both be found in the prior art, not in the applicants' disclosure. See MPEP § 2143, citing *In re Vaeck*, 947 F.2d 488 (Fed. Cir. 1991).

Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. Conversely, Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses, trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements, manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16).

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Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments herein. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

Albazz also does not teach, show, or suggest "obtaining from the database an indication as to whether the draft is being reviewed and/or executed; storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data; and generating from said database a report of payment triggering events", as recited in claim 69 and those dependent therefrom. These are specific functional descriptive limitations that Examiner has failed to show in the prior art.

Further, the Albazz system cannot be used to generate a contract unless the desired terms and conditions are contained in the Business Rules Book. Appellants' system, on the other hand, is not limited to a specific set of terms and conditions. Rather, as indicated in independent claim 69, Appellants' inventive system includes the step of "drafting a contract or receiving a draft contract, ..." which may include any type of contract and any terms and conditions whatsoever.

CLAIM 76

As with claims 1, 12, 29, 43, 54, 62 and 69 above, the Examiner contends that Albazz "discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." The Examiner has acknowledged that "Albazz does not use the specific terms and steps of the instant application," but nevertheless argues that "it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contracts, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification

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would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts." See page 3 of the Office Action dated April 20, 2006.

Appellants respectfully traverse this rejection on the grounds that the Examiner has not established a *prima facie* case of obviousness with respect to each and every limitation in the rejected claims. "To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)." MPEP § 2143.03. Further, the teaching or suggestion to make the claimed invention and the reasonable expectation of success must both be found in the prior art, not in the applicants' disclosure. See MPEP § 2143, citing *In re Vaack*, 947 F.2d 488 (Fed. Cir. 1991).

Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer". See Albazz at page 2, paragraph 0015. Conversely, Appellants' invention "may be used for any type of contract document" (page 6, lines 6-7) including "patent licenses, trademark licenses, copyright licenses, technology licenses, joint ventures, confidentiality agreements, research agreements, technical assistance agreements, technology or software evaluation agreements, engineering services agreements, technology testing agreements, manufacturing agreements, technology/product leasing agreements, technology/product sales agreements, technology process design agreements, consulting agreements, etc." (page 6, lines 10-16).

Next, the specific terms and steps in Appellants' application are not merely names or labels applied to fields, as suggested by Examiner. Rather, the fields of the current invention are unique and are specifically indicative of the use and functionality of the claimed invention, as shown in the arguments herein. "Functional descriptive material is a limitation in the claim and must be considered and addressed in assessing patentability under 35 U.S.C. 103. Thus, a rejection of the claim as a whole under 35 U.S.C. 103 is inappropriate unless the functional

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descriptive materials would have been suggested by the prior art." [See MPEP 2106, Section VI, citing *In re Dembiczak*, 175 F.3d 994, 100, 50 USPQ2d 1614, 1618 (Fed. Cir. 1999)].

Albazz also does not teach, show, or suggest "obtaining from the database an indication as to whether the draft is being reviewed and/or executed; storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data; generating from said database a report of payment triggering events; analyzing the report to determine whether payment should be made; making payment; and updating the database to reflect that payment was made", as recited in claim 76. These are specific functional descriptive limitations that Examiner has failed to show in the prior art.

Further, the Albazz system cannot be used to generate a contract unless the desired terms and conditions are contained in the Business Rules Book. Appellants' system, on the other hand, is not limited to a specific set of terms and conditions. Rather, as indicated in independent claim 76, Appellants' inventive system includes the step of "drafting a contract or receiving a draft contract, ..." which may include any type of contract and any terms and conditions whatsoever.

As mentioned above, the purpose of Albazz's system is to facilitate contract negotiation and contract preparation using a set of predetermined terms and conditions between a buyer and seller. Appellants contend that it would not have been obvious for a person of ordinary skill in the art to look to Albazz for guidance on creating a contract generation and administration system for use with any type of contract document, said system including report generation, report analysis and decision-making capabilities, invoice generation and payment tracking capabilities.

In view of the failure by the Examiner to establish a case of *prima facie* obviousness, reversal of this rejection by the Honorable Board is respectfully requested.

Response to Advisory Action

In the Advisory Action mailed July 31, 2006, the Examiner refuted Appellants' June 15, 2006 response to the April 20, 2006 final rejection stating that "[a]pplicant has re-iterated his response to the non-final action and said arguments are still unpersuasive. No amendments to the claims have been proposed."

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Examiner is correct in stating that no claim amendments were proposed. This is because Appellants firmly believe the currently pending claims are patentable without amendment. However, Appellants respectfully disagree with Examiner's statement that Appellants' response to the final office action was merely a re-iteration of the response to the previous non-final action. On the contrary, Appellants' response was completely new and included comprehensive rebuttal arguments against the position of the Examiner in the final rejection. It is apparent from Examiner's statement in Advisory Action that such rebuttal arguments have not been fully considered.

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CONCLUSION

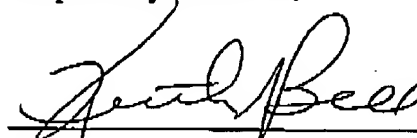
Appellants respectfully submit that the foregoing arguments obviate the Examiner's final rejection in this case. The present claims describe a system and method for generating and administering a variety of contracts using a single database wherein the database enables the user to create and track process of draft contracts, to docket and administer contract obligations, obligation triggering events and expiration dates, and to generate reports, form correspondence and invoices as needed to manage a variety of agreement obligations, which is either disclosed nor suggested by the prior art, and otherwise meets the statutory requirements for patentability. Accordingly, reversal of the final rejection and allowance of the claims by the board are earnestly solicited.

Unless a check is submitted herewith for the fee required under 37 C.F.R. §41.37(a) and 1.17(c), please charge said fee to Deposit Account No. 05-1712.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 05-1712. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

Date: 11 June 2007



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VIII. CLAIMS APPENDIX

1. A contract generation and administration system comprising: a single contract database comprising data obtained from multiple contract documents, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date; and a field comprising obligation type, owner, status or due date; said system capable of generating reports based on said database, said reports obtainable through search of said fields; and said database being selectively accessible by a plurality of users.
2. The system of claim 1 wherein the contract documents are selected from the group consisting of: confidentiality contracts, software licenses, technology licenses, lease contracts and service contracts.
3. The system of claim 1 wherein the contract documents are licenses.
4. The system of claim 1 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.
5. The system of claim 1 wherein said draft contract status field indicates whether a contract document is being reviewed and/or executed.
6. The system of claim 1 wherein said obligation type field is substantially defined as training, meeting, shipping, payment, receipt of payment, reporting, start-up, secrecy, restricted use, maintenance or technology transfer.
7. The system of claim 1 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.
8. The system of claim 1 wherein said reports are selected from the group consisting of: accrued revenue, obligations due, obligations owed, customer history, open invoice,

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depreciation, corporate plan, stewardship, implementation plan, payments requiring invoice, anticipated payments, audit, pending contracts, active contracts and expiring contracts.

9. The system of claim 1 wherein said database further comprises standard contract forms or clauses.

10. The system of claim 1 wherein said database further comprises standard invoice forms or standard correspondence.

11. The system of claim 1 wherein said database is capable of using its data to generate invoices and correspondence.

12. A contract generation and administration method comprising:

drafting a contract or receiving a draft contract, said contract draft having one or more obligations;

storing data obtained from the draft in a single contract database comprising data obtained from multiple contract documents;

after execution of said draft, storing data obtained from the resulting contract in said database, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date; and a field comprising obligation type, status, owner or due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields; and said database being selectively accessible by a plurality of users; and

retrieving from said database a report of outstanding obligations.

13. The method of claim 12 further comprising the step of analyzing said report to determine which, if any, of said obligations should be acted upon.

14. The method of claim 13 further comprising the step of deciding, based on said analysis, whether to act upon one or more of said obligations.

15. The method of claim 13 further comprising the step of taking action based on said analysis.

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16. The method of claim 12 further comprising the step of taking action based on an analysis of said report and updating said database to reflect said action.
17. The method of claim 12 further comprising the step of routing the contract draft to one or more parties for review and/or execution.
18. The method of claim 17 further comprising the step of storing review or execution data in the contract database.
19. The method of claim 12 wherein the draft is selected from the group consisting of: draft confidentiality contracts, draft software licenses, draft technology licenses and draft service contracts.
20. The method of claim 12 wherein the draft is a draft license contract.
21. The method of claim 12 wherein the report is organized by obligation status, type, owner, or due date.
22. The method of claim 12 wherein the report lists outstanding financial obligations.
23. The method of claim 12 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.
24. The method of claim 12 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.
25. The method of claim 12 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.
26. The method of claim 12 wherein said database further comprises standard contract forms or clauses.

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27. The method of claim 12 wherein said database further comprises standard invoice forms or standard correspondence.
28. The method of claim 12 further comprising the step of storing the invoice in the database.
29. A contract generation and administration method comprising:
drafting a contract or receiving a draft contract, said draft contract having one or more obligations;
routing the draft contract to one or more parties for review and/or execution;
storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;
storing, after execution of said draft, data obtained from the resulting contract in said database said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date; and a field comprising obligation type, status, owner or due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users; and
retrieving from said database a report of outstanding financial obligations.
30. The method of claim 29 further comprising the step of analyzing said report to determine which, if any, of said obligations should be acted upon.
31. The method of claim 30 further comprising the step of deciding, based on said analysis, whether to act upon one or more of said financial obligations.
32. The method of claim 30 further comprising the step of either making or receiving payment based on said analysis.
33. The method of claim 32 further comprising the step of updating said database to reflect said payment or receipt of payment.

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34. The method of claim 29 wherein the draft is selected from the group consisting of: draft confidentiality contracts, draft software licenses, draft technology licenses and draft service contracts.

35. The method of claim 29 wherein the draft is a draft license contract.

36. The method of claim 29 wherein the report indicates obligation status, type, owner and/or due date.

37. The method of claim 29 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

38. The method of claim 29 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.

39. The method of claim 29 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit and/or user's authority level.

40. The method of claim 29 wherein said database further comprises standard contract forms or clauses.

41. The method of claim 29 wherein said database further comprises standard invoice forms or standard correspondence.

42. The method of claim 29 further comprising the step of obtaining an invoice generated automatically from said database.

43. A contract generation and administration method comprising:
 drafting a contract or receiving a draft contract, said draft contract having one or more obligations;
 routing the draft contract to one or more parties for review and/or execution;

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storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;

storing, after contract execution, data obtained from the resulting contract in said database, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date; and a field comprising obligation type, status, owner or due date; and said system capable of generating reports based on said database, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users;

retrieving from said database a report of outstanding obligations;

analyzing said report to determine which, if any, of said obligations should be acted upon;

taking action based on said analysis; and

updating said database to reflect said action.

44. The method of claim 43 wherein the draft is selected from the group consisting of: draft confidentiality contracts, draft software licenses, draft technology licenses and draft service contracts.

45. The method of claim 43 wherein the draft is a draft license.

46. The method of claim 43 wherein said obligations are financial obligations.

47. The method of claim 43 wherein the report is organized by obligation status, type, owner and/or due date.

48. The method of claim 43 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

49. The method of claim 43 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.

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50. The method of claim 43 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit and/or user's authority level.
51. The method of claim 43 wherein said database further comprises standard contract forms or clauses.
52. The method of claim 43 wherein said database further comprises standard invoice forms or standard correspondence.
53. The method of claim 43 further comprising the step of obtaining an invoice generated automatically from said database.
54. A contract generation and administration method comprising:
 drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments;
 routing the draft contract to one or more parties for review and/or execution;
 storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;
 storing, after execution of said draft, data obtained from the resulting contract in said database, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, expiration date and payment due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users;
 retrieving from said database a list of payments due;
 obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using said stored data; and
 sending the invoice or payment letter.
55. The method of claim 54 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

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56. The method of claim 54 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.

57. The method of claim 54 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.

58. The method of claim 54 wherein said database further comprises standard contract forms or clauses.

59. The method of claim 54 wherein said database further comprises standard invoice forms or standard correspondence.

60. The method of claim 54 further comprising the step of updating the database to reflect that payment was made or to reflect receipt of payment.

61. The method of claim 54 wherein the draft is a draft license contract.

62. A contract generation and administration method comprising:
 drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments;
 routing the draft contract to one or more parties for review and/or execution;
 storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;
 storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment data;
 generating from said database a list of payments due;
 obtaining from said database an invoice or payment letter wherein said invoice or payment letter is generated automatically using the data stored in said database;
 sending the invoice or payment letter; and
 updating the database to reflect that payment was made or to reflect receipt of payment.

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63. The method of claim 62 wherein said data is organized into fields comprising: draft contract status, contract identifier, contract type, effective date, expiration date and payment due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users.

64. The method of claim 62 wherein said contract database is used to indicate whether a contract document is being reviewed and/or executed.

65. The method of claim 62 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

66. The method of claim 62 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.

67. The method of claim 62 wherein said database further comprises standard contract forms or clauses.

68. The method of claim 62 wherein said database further comprises standard invoice forms or standard correspondence.

69. A contract generation and administration method comprising:

drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments;

routing the draft contract to one or more parties for review and/or execution;

storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;

obtaining from the database an indication as to whether the draft is being reviewed and/or executed.

storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data; and

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generating from said database a report of payment triggering events.

70. The method of claim 69 further comprising the step of analyzing said report and deciding to make payment based on said analysis.

71. The method of claim 69 further comprising the step of obtaining from said database a payment letter generated automatically using the data stored in said database.

72. The method of claim 69 further comprising the steps of sending the payment letter and updating the database to reflect that payment was made.

73. The method of claim 69 wherein said data is organized into multiple fields comprising: draft contract status, contract identifier, contract type, effective date, expiration date and payment due date; and said database capable of generating reports based on said data, said reports obtainable through search of said fields, and said database being selectively accessible by a plurality of users.

74. The method of claim 73 wherein said fields further comprise at least one of those selected from the group consisting of: obligation triggering event, royalty basis, invoice due date, payment due date, payment received date, payment schedule, tax, currency and invoice status.

75. The method of claim 69 wherein a user's access to one or more parts of said database is based on contract type, user's job description, user's title, user's business unit, and/or user's authority level.

76. A contract generation and administration method comprising:

drafting a contract or receiving a draft contract, said draft contract proposing to obligate a party to make one or more payments;

routing the draft contract to one or more parties for review and/or execution;

storing review and/or execution data in a single contract database comprising data obtained from multiple contract documents;

obtaining from the database an indication as to whether the draft is being reviewed and/or executed.

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storing, after execution of said draft, data obtained from the resulting contract in said database, said data comprising payment triggering event data;
generating from said database a report of payment triggering events;
analyzing the report to determine whether payment should be made;
making payment; and
updating the database to reflect that payment was made.

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IX. EVIDENCE APPENDIX

Pursuant to 37 C.F.R. § 41.37(c)(1)(ix), submitted herewith are copies of any evidence submitted pursuant to 37 C.F.R. §§ 1.130, 1.131, 1.132 or any other evidence entered by the Examiner and relied upon by the Appellants in the appeal.

NONE.

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X. RELATED PROCEEDINGS APPENDIX

Submitted herewith are copies of decisions rendered by a court or the Board in any proceeding identified in Section II pursuant to 37 C.F.R. § 41.37(c)(1)(ii).

NONE.